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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re)	Case No. 12-61590
)	
KEVIN J. BELZER)	
and CASSIE L. BELZER,)	
)	
Debtors.)	

First Amended CHAPTER 13 PLAN DATED December 10, 2015

1. The future earnings and other income of the Debtors are submitted to the supervision and control of the Chapter 13 Standing Trustee as necessary for the execution of this Plan, and Debtors shall pay to the Trustee the sum of \$ 330.00 each month for a term of forty-eight (48) months, or until all of the provisions of this Plan have been completed. Plan payments shall commence within thirty (30) days following the filing of the Plan. The Debtors shall make payments directly to the Trustee until their wage deductions begin.

2. From the payments so received, the Trustee shall make disbursements as follows:

(a) ADMINISTRATIVE CLAIMS. The Trustee shall pay those claims, fees or charges specified in 11 U.S.C. § 507(a)(2), including the Debtors' attorney fees and costs in such amount as may be allowed by the Court. As of the date of this plan, Debtors' counsel estimates that total attorney fees and costs for representation of Debtor (excluding the fee for filing the Debtors' petition) will be as follows:

Estimated total attorney fees:	\$ 500.00*
Estimated total costs:	+ \$ 100.00
Total estimated attorney fees and costs:	= \$ 600.00

Less retainer: – \$ 0.00

TOTAL FEES AND COSTS TO BE PAID THROUGH PLAN: \$ 600.00

* If this figure differs from the Disclosure of Compensation originally filed by the Debtors' attorney, said Disclosure must be amended simultaneously with the filing of this plan or amended plan, as provided in F.R.B.P. 2016(b).

(b) IMPAIRED SECURED CLAIMS. After the payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. § 506(a), together with interest at the rate set forth below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim *</u>	<u>Rate of Interest</u>
CAP 1/Yamaha	Un-filed	See Proof of Claim or Order on Valuation of Collateral	3.5%

[* This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing said debt.]

Secured creditors shall retain their liens as provided by 11 U.S.C. § 1325(a)(5)(B). In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) UNIMPAIRED SECURED CLAIMS. The following secured creditors, whose claims will be left unimpaired by this Plan, are not provided for by this Plan and shall receive no payments through the Trustee except with regard to those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Description of Collateral</u>
Citi-Mortgage	Debtors' residence (1 st mortgage)
US Bank	Debtors' residence (2 nd mortgage)
GMAC Mortgage	Debtors' residence (3 rd mortgage)

Concurrently with the payments on impaired secured claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
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N/A

Upon completion of the Plan, all prepetition arrearages provided for by this Plan shall be deemed current.

(d) DOMESTIC SUPPORT OBLIGATIONS. After the payments provided for above, the Trustee shall pay all allowed prepetition domestic support obligations. Such allowed claims for prepetition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
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N/A

(e) PRIORITY CLAIMS. After the payments provided for above, the Trustee shall pay allowed claims entitled to priority in such order as specified in 11 U.S.C. § 507.

(f) GENERAL UNSECURED CLAIMS. After the payments provided for above, the Trustee shall pay dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

(g) LIQUIDATION ANALYSIS. The total amount distributed under paragraphs 2.(e) and (f) above will be at least \$ 40.00, which exceeds what would be available to pay unsecured claims if the Debtors' estate was liquidated under Chapter 7 of the Bankruptcy Code. A discharge will not be entered by the Court until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is less.

3. REJECTION OF CONTRACTS OR LEASES. The Debtors reject the following executory contracts and unexpired leases, and shall surrender property subject to such contracts or leases:

<u>Type of Agreement</u>	<u>Date of Agreement</u>	<u>Other Party to Contract</u>
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None

The Debtors will assume Lease Number 3066280729 with Toyota Motor Credit.

All other executory contracts and unexpired leases shall be affirmed.

4. SURRENDER OF PROPERTY. The Debtors surrender any and all interest in the following described collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

<u>Secured Creditor</u>	<u>Description of Collateral</u>
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N/A

5. POSTPETITION SECURED DEBT: The Debtors reserve the right to incur postpetition secured debts, upon prior written approval of the Trustee, for items necessary to Debtors' performance under this Plan.

6. REPORT OF CHANGES IN INCOME: The Debtors shall commit all projected disposable income to the Plan for the applicable commitment period and shall immediately report any changes in income in excess of \$300 per month to the Trustee.

7. OTHER PROVISIONS: Plan shall pay the additional attorney's fees awarded to Benjamin C. Tiller, PLLC, pursuant to the Court's Order Granting Application for Compensation (Docket No. 45).

8. DECLARATIONS: Under penalty of perjury, Debtors affirms that all federal and state income, employment and other tax returns due as of the date of this plan have been filed with the appropriate agency, and that all postpetition payments due on all domestic support obligations have been paid through the date of this Plan.

9. EFFECTS OF CONFIRMATION: Upon confirmation of this plan, all issues that have been or could have been decided involving any creditors are *res judicata*, and Debtors reserve all rights under applicable federal and state law with regard to those issues, including rights under 11 U.S.C. § 524(i). Debtors specifically reserve all rights under 11 U.S.C. § 524(i), including the right to ensure that all postpetition mortgage payments be applied and credited to Debtors' mortgage account as if the account were current and no prepetition default existed.

10. PREVIOUS BANKRUPTCIES, AND DISCHARGE: (Check one)

- ☐ Debtors are not eligible for a discharge of debts because the debtors have previously received a discharge described in 11 U.S.C. § 1328(f).
- X Under penalty of perjury, Debtors declare that they have not received a discharge in a previous bankruptcy case that would cause their to be ineligible to receive a discharge in the above-entitled case under 11 U.S.C. § 1328(f).

11. INCOME TAX REFUNDS: (Check one)

- ☐ Debtors project no income tax refunds during the term of this plan. As a result, no income tax refunds will be turned over to the trustee.
- ☐ Debtors project income tax refunds during the term of this plan. During the applicable commitment period of the plan, as defined in 11 U.S.C. § 1325(b)(4), Debtors will turn over to the trustee all net income tax refunds.
- X Debtors project income tax refunds during the term of this plan, and such tax refunds are included in the Debtors' budget.

DATED this 10th day of December, 2015.

/s/ Kevin J. Belzer
Debtor

/s/ Casslie L. Belzer
Debtor

CERTIFICATE OF MAILING

I, the undersigned, do hereby certify under penalty of perjury that on the 10th day of December, 2015, a copy of the within and foregoing Chapter 13 Plan dated December 10, 2015 was mailed, postage prepaid, or sent by electronic mail, to all parties of record:

Robert G. Drummond
Chapter 13 Standing Trustee
P.O. Box 1829
Great Falls, Montana 59403
(Notice sent electronically)

Neal G. Jensen
Assistant U. S. Trustee
301 Central Avenue
Great Falls, Montana 59403
(Notice sent electronically)

Montana Dept. of Revenue
Attn: Kim Davis
P. O. Box 7701
Helena, MT 59604
(Notice sent electronically)

Alliance One
1684 Woodlands Drive, Suite 15
Maumee OH 43537

Allied Interstate
3000 Corporate Exchange Drive
Columbus OH 43231

Capital One
Yamaha
PO Box 5253
Carol Stream, IL 60197

Chase
PO Box 15298
Wilmington DE 19850

Citi
PO Box 6241
Sioux Falls SD 57117

Citimortgage, Inc.
PO Box 9438
Gathersburg MD 20898

GE Capital Retail Bank
PO Box 965035
Orlando FL 32896-5035

GECRB Home Design Furniture
PO Box 981439
El Paso TX 79998

GMAC Mortgage
PO Box 780
Waterloo IA 50704

HSBC Retail Services
PO Box 49353
San Jose CA 95161-9353

Internal Revenue Services
PO Box 7346
Philadelphia PA 19101-7346

Northwestern Energy
40 East Broadway
Butte MT 59701-9394

Optimum
6 Corporate Center Drive
Melville NY 11747

Sallie Mae
PO Box 9500
Wilkes Barre PA 18773

State Farm
PO Box 1799
Bozeman MT 59771-1799

Toyota Financial Services
PO Box 9490
Cedar Rapids IA 52409

Toyota Financial Services
PO Box 4102
Carol Stream IL 90197-4102

Toyota Motor Credit
5000 Meadows Road, Suite 251
Lake Oswego OR 97035

United Collections Bureau, Inc.
PO Box 140310
Toledo OH 43614

US Bank
PO Box 5227
Cincinnati OH 45201

US Bank
Brokered Loan Sales Center
PO Box 790179
St. Louis MO 63179-0179

US Department of Education
PO Box 7860
Madison WI 53707

/s/ Stuart R. Whitehair
Stuart R. Whitehair, Attorney at Law